

General Terms & Conditions KTN Belgium NV

Article 1: Applicability

These general terms and conditions apply to all offers made, agreements made and activities carried out by KTN Belgium NV (KBO: 0578.981.914) with registered office at Ternesselei 324/B, 2160 Wommelgem, Belgium (hereafter referred to as "**KTN Belgium**"). Purchase or other terms and conditions of a customer or client of KTN Belgium (hereafter referred to as: the "**Client**") shall not apply unless expressly accepted by KTN Belgium in advance and in writing.

Article 2: Quotations, conclusion and duration of the Agreement

- 2.1 The Client can always request a quotation without obligation. KTN Belgium quotations are made on the basis of the information provided by the Client and are deemed to correctly and fully reflect the tasks to be performed, unless the Client submits written objections to KTN Belgium within 7 calendar days of the dispatch of the relevant quotation. KTN Belgium quotations are valid for 30 calendar days, unless otherwise specified in the quotation.
- 2.2 An agreement between KTN Belgium and the Client (hereinafter referred to as the "**Agreement**") is concluded (i) when the Client accepts an offer by signing, digitally or otherwise, or (ii) by any other confirmation by the Client or (iii) after the Client's request to begin the tasks.
- 2.3 The Agreement is an agreement of indefinite duration. The parties shall at all times have the right to terminate the Agreement in writing and will in that case observe a notice period of at least 1 calendar month.

Article 3: Performance of the Agreement

- 3.1 KTN Belgium will perform the services and/or tasks pursuant to or in connection with the Agreement (hereinafter referred to as the "**Tasks**") to the best of its ability, in accordance with high standards and on the basis of the current state of knowledge. KTN Belgium will avoid anything that could be detrimental to the independence of its services.

KTN Belgium will also, in performing the Tasks, take into account the relevant public and private law and other applicable regulations and recommendations, the existence of which may be presumed to be general knowledge among expert inspectors, as well as its own code of conduct.

- 3.2 The commitments entered into by KTN Belgium under the Agreement are best-efforts obligations. Time limits are therefore always indicative and non-binding.
- 3.3 KTN Belgium may rely on specialist service providers for the performance of the Tasks (hereinafter referred to as the "**Subcontractors**"), without the consent of the Client being required in this respect.
- 3.4 The Client shall ensure that all data indicated by KTN Belgium as being necessary, or which the Client reasonably should understand to be necessary for the performance of the Tasks, are supplied to KTN Belgium, in good time. The Client must also to inform KTN Belgium about special risks of any presence of hazardous substances and unsafe situations and, if applicable, its regulations in the area of VGWM (Health, Safety, Welfare and Environment).

The Client will also provide that KTN Belgium, as well as the persons and employees of or associated with BELAC who may attend activities of KTN Belgium, as part of accreditation assessments, free and unlimited access to the places and/or objects to be accessed during the performance of the Tasks.

If the Client fails to comply with its obligations under this article in good time, KTN Belgium has the right to suspend the performance of the Agreement and/or to charge the Client any additional costs resulting from the delay, in accordance with the usual rates.

- 3.5 If the Client establishes a conflict of interest with a person, an employee of, or someone associated with KTN Belgium, the Client will immediately inform KTN Belgium of this in writing.
- 3.6 After completion of the Tasks, KTN Belgium will provide the Client with the applicable (inspection) report via its online portal (a "**Report**").

If the Client wishes to physically receive a Report, it must send a written request to KTN Belgium. In this case, KTN Belgium will make this report available to the Client for a reasonable fee.

- 3.7 If the Agreement provides that the Tasks will be carried out in stages, KTN Belgium may suspend the execution of the Tasks that is to be carried out in a subsequent phase until the Client has approved the results of the preceding phase, in writing.

Article 4: Performance

- 4.1 The parties may agree to a fixed price for the Tasks when the Agreement is concluded.
- 4.2 If no fixed price is agreed for the Tasks, the price will be determined on the basis of the actual hours performed and the usual hourly rates of KTN Belgium.
- 4.3 Prices do not include VAT and other taxes, unless otherwise stated by KTN Belgium.
- 4.4 In the event of Tasks having a duration of more than one month, KTN Belgium may invoice the hours performed on a regular basis.
- 4.5 If the parties have agreed a fixed price for the Tasks and, during the execution of the agreement, the prices of wages, transport and materials or rental prices change, KTN Belgium may adjust the fixed price accordingly. If the increase in the fixed price exceeds 10%, the Client has the right to terminate the Agreement.

Article 5: Payment

- 5.1 Invoices from KTN Belgium are payable within 30 calendar days of the invoice date. Invoices are delivered electronically to the Client, but can also be delivered by regular post upon request.
- 5.2 Invoices can only be legitimately disputed by registered letter sent to the registered office of KTN Belgium and addressed to the managing director of KTN Belgium or by email with proof of receipt sent to: boekhouding@ktnbelgium.com.
- 5.3 If the invoice has not been paid or is not paid in full by the due date, the Client shall automatically and without prior notice of default being required, owe default interest at the interest rate determined in accordance with Article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions, with such default interest is capitalised annually. The Client also owes a fixed compensation of 10% of the outstanding amount, with a minimum of EUR 125.

Article 6: Reports

- 6.1 A report submitted by KTN Belgium pursuant to the Agreement, shall be considered to have been provisionally delivered and accepted as soon as it is made available to the Client, in accordance with Article 3.5. This provisional acceptance will become final without written notice to the contrary after 5 calendar days, meaning that any additional changes still to be made to such Report after this period of 5 calendar days will be charged and invoiced to the Client by KTN Belgium.
- 6.2 The results included in a Report relate only to the tasks described in the Report. The Client may only reproduce a Report in its entirety and include it in promotional material in its entirety, provided that the promotional material directly relates to the inspected object.
- Reproduction of certain parts of a Report is only permitted subject to prior written consent of KTN Belgium.

Article 7: Confidentiality

- 7.1 KTN Belgium will treat all information about the Client obtained by it in the execution of the Agreement as confidential and, except as provided for in Article 7.2, will not disclose any information to third parties. The Client will also treat all information, except for a Report in accordance with Article 6.2, obtained on and from KTN Belgium in the implementation of the Agreement as confidential and will not disclose any information to third parties. This obligation shall remain in force even after termination of the Agreement.
- 7.2 If KTN Belgium is required by law, or on the basis of the inspection schedule implemented, to provide information regarding the Tasks to third parties, the Client will be informed in writing, unless this is legally prohibited.
- 7.3 KTN Belgium will keep the data obtained under the Agreement in its archives for a period of at least seven years.
- After the expiry of this period, the Client may request KTN Belgium in writing to destroy the archived data.

Article 8: Force majeure

- 8.1 KTN Belgium is not responsible for any defect or delay caused beyond its reasonable control, or beyond the reasonable control of its Subcontractors, that makes the performance of the Tasks impossible, delays or disrupts as a result of, but not limited to (and hereinafter any "**Force Majeure Event**"):
- (i) business interruptions or interruption of operations;
 - (ii) delayed or late supply by one or more of KTN Belgium's suppliers;
 - (iii) transport problems or impediments that hinder or disrupt transport to KTN Belgium or KTN Belgium to the Client (with the exception of normal traffic jams);
 - (iv) war, strikes, lockouts, fire, accidents, floods, storms or pandemics;
 - (v) or any other unforeseen circumstances that affect KTN Belgium or its Subcontractors in relation to the Tasks.
- 8.2 If a Force Majeure Event occurs, KTN Belgium will inform the Client and the execution of the Agreement will be suspended for as long as the Force Majeure Event lasts, provided that if the Force Majeure Event lasts longer than 30 consecutive calendar days, each party to the Agreement has the right to terminate the Agreement unilaterally by giving written notice to the other party, subject to observance of a notice period of 30 calendar days. Services already performed by KTN Belgium prior to such termination will remain subject to an obligation to payment in full.

Article 9: Liability

- 9.1 KTN Belgium is never liable pursuant to or in connection with the Agreement for any consequential, indirect or reputational damage, missed opportunities or lost profits suffered by the Client, except of its own intent or serious error.
- KTN Belgium is also not liable for damage of any kind arising from the fact that KTN Belgium performed the Tasks on the basis of incorrect and/or incomplete data provided by the Client.
- 9.2 The liability of KTN Belgium pursuant to or in connection with the Agreement is always limited to the total invoiced and yet-to-be invoiced amounts of the relevant financial year under the Agreement or to the re-performance of the Tasks.
- Damage payable by KTN Belgium can in any case never exceed the limits of the liability insurance taken out by KTN Belgium (regardless of the total of the invoiced and amounts to be invoiced under the Agreement).
- 9.3 If the Client has insured any risk associated with the Agreement, it is obliged to claim any damage under that insurance and to indemnify KTN Belgium against claims by the insurer.

Article 10: Suspension or termination of the Agreement

- 10.1 If an overdue invoice is not paid in time, KTN Belgium has the right to suspend all or part of the Tasks, including (but not limited to) the delivery of any report, test result or analysis.
- If an expired invoice remains unpaid and is not disputed for 60 calendar days after the invoice date, KTN Belgium has the right to terminate the Agreement unilaterally and immediately by informing the Client to this effect in writing. Services already performed by KTN Belgium prior to such termination will remain subject to an obligation to payment in full.
- 10.2 Without prejudice to the relevant legal provisions and other contractual provisions, either Party may terminate the Agreement, immediately, in the following cases:
- (i) in the event of the other party being the subject of a dissolution, liquidation, bankruptcy proceedings or judicial reorganisation;
 - (ii) in the event of a prejudgement seizure or seizure under foreclosure is placed on a substantial part of the assets of the other party; or
 - (iii) in the event of a party defaulting on its material obligations pursuant to the Agreement and such breach has not been remedied within 20 calendar days after the defaulting party has been notified in writing by the other party.

Article 11: Intellectual property rights

All intellectual property rights associated with the Tasks, including, but not limited to, the analyses, test results and reports are and remain the full property of KTN Belgium, at all times. Nothing in the Agreement is intended or may result in any intellectual property rights of KTN Belgium being transferred to or licensed to the Client. KTN Belgium hereby grants a limited right of use to the Client to use the analyses, test results and reports as provided under the Agreement in accordance with the purpose for which they are intended and to the exclusion of the right to commercialise such analyses, test results or reports in any way.

Article 12: Objections and complaints

In the event of complaints concerning the Tasks performed or inspection results, the Client may submit a written request for review, sent by registered letter to KTN Belgium's registered office and addressed to the managing director of KTN Belgium, or by email with proof of receipt sent to: office@ktnbelgium.be.

Article 13: Choice of law and jurisdiction

These terms and conditions are an integral part of the Agreement. The Agreement shall be governed by Belgian law. If a dispute arises between the parties in relation to, or in connection with, the Agreement, such dispute shall be settled exclusively by the Courts in the District of Antwerp, Antwerp.